



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 189-2023A**

**ST. JAMES CIVIC CENTRE FACILITY EXPANSION**

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## PART B - REQUEST FOR QUALIFICATION INFORMATION

### B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"City"** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"Contract"** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (g) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must"** or **"shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (m) **"Site"** means the lands and other places on, under, in or through which the work is to be performed;
- (n) **"SJCC"** means St. James Civic Centre, 2055 Ness Avenue;
- (o) **"Submission or Qualification Submission"** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (p) **"Submission Deadline"** means the time and date for final receipt of Submissions;
- (q) **"Substantial Performance"** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (r) **"Work"** or **"Works"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

### B2. EXECUTIVE SUMMARY

B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of construction services for the expansion and partial renovation of St. James Civic Centre (SJCC), located at 2055 Ness Avenue (the Project).

## B2.2 Project Description

- (a) **Existing:** Originally built in 1967, St. James Civic Centre is an existing 5,630 sq.m. (60,599 sq.ft) one-storey building with mezzanine. It is one of the busiest recreational facilities in the City of Winnipeg consisting of an indoor swimming pool, fitness room, auditorium hall, the Ab McDonald arena, and various multi-purpose rooms.
- (b) **New Addition:** Total new additional floor area is approximately 1,387 sq.m. (14,933 sq.ft), consisting of:
  - (i) Staff addition (northeast) of approximately 65 sq.m. (700 sq.ft.), for a new staff lounge and office;
  - (ii) Recreation Expansion addition (south) across the entire front face of the building, to provide a new studio, interior swimming pool viewing area, 3 multi-purpose rooms, teaching kitchen, and new entry and lobby together with new tenant space for St. James Assiniboia 55+ Centre.
- (c) **Renovation:** Total renovation area is approximately 876 sq.m. (9,432 sq.ft.)
  - (i) The Project will include renovation of the auditorium hall and it's associated washrooms.

B2.3 **Mechanical & Electrical:** The Project will require the following, all of which will be tied into existing systems:

- (a) New HVAC, plumbing & sprinkler systems, and new mechanical controls;
- (b) New lighting and controls, together with new power systems tied into existing electrical building distribution;
- (c) New access, intrusion and security devices and controls.

B2.4 **Structural:** The new addition will consist of steel superstructure on cast-in place concrete piles. Main floor will be concrete topping on hollow core slabs to provide crawlspace. Roof construction will be steel roof deck on steel joists.

B2.5 **Siteworks:** Revisions to the parking lot including new curbing and pedestrian allée, landscaping, revisions to west drainage ditch to ensure functionality.

B2.6 **Sustainability:** The project is seeking minimum LEED Silver certification through the Canada Green Building Council to meet Manitoba's Green Building Program. The building is targeting minimum 20% better than Manitoba Energy Code for Buildings. During Construction the General Contractor will be required to adhere to LEED requirements as shown in Construction Drawings and Specifications.

B2.7 **Commissioning:** A third-party commissioning agent has been engaged by City of Winnipeg that will provide on construction site reviews of building systems throughout construction to project closeout. Full specifications will be included in project manual during tender.

B2.8 **Phasing/Sequencing:** Other than a short facility-wide shutdown over the 2024 summer months, the existing building must remain open, functional and accessible by the public. Only the existing auditorium hall may be temporary shut down to address scope of work in that area. The existing pool is also to remain open and functional (other than the 2024 summer shutdown), and that area will need particular protection from construction work, temperature, dust and noise. Existing main public entrance facing Ness to remain open for as long as possible. When the main public entrance is shutdown, temporary secondary entrance provisions must be in place. The existing staff entry at northeast parking lot is an option for public access. Site parking must be maximized at south parking lot with provision for public circulation to northeast secondary entrance during south entrance renovations and new addition. Prior to the start of construction, the Contractor will be required to provide a comprehensive phasing/sequencing plan for review and acceptance by the City.

### **B3. BACKGROUND**

- B3.1 The existing facility is the largest public recreation complex operating in the western quadrant of Winnipeg. It supports multiple service areas, and is heavily utilized by citizens of all ages.
- B3.2 Existing Building: Constructed in 1967, St. James Civic Centre features an indoor arena, a swimming pool, a fitness room and an auditorium hall. On the north side of the facility is the 2,260 sq.m. arena. The south side of the facility comprises a 1,547 sq.m. main floor (public space), a 335 sq.m. second floor (service equipment), and a 584 sq.m. basement level (service equipment and storage).
- B3.3 Recent Construction: The facility recently was renovated to include renovations to the existing main entry corridor and upgrade of existing washrooms, reception desk, arena entrance and upgrades to mechanical and electrical systems as well as ice arena slab upgrades. Completed in 2022, Work included replacing mechanical and electrical systems, adding a sprinkler system to the facility and a partial renovation of the lobby area and washrooms.
- B3.4 The St. James Civic Centre expansion project is meant to provide new life to the facility with an enhanced patron experience from the moment they enter the building providing new program areas and enhanced front entrance and patron flow functionality. The project is currently undergoing public engagement process which is accessible on City of Winnipeg website for feedback and information.

### **B4. WINNIPEG**

- B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.
- B4.2 For information on City demographics, refer to the City of Winnipeg web site at: [https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1\\_2019.pdf](https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf)
- B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

### **B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT**

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to successfully deliver the Project.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and shortlist up to three (3) of the most qualified Proponents. Only those Proponents on the shortlist will be invited to further submit a more detailed proposal and bid.

## B6. SCOPE OF WORK

- B6.1 The Work to be done under the subsequent Contract shall consist of an interior renovation to select areas, new recreation expansion to the south, and renovation/expansion at the northeast for staff entrance and support space. Refer to B2 Executive Summary for further information.
- B6.2 Drawings showing the addition and renovation design intent for the renewed spaces are attached in Appendix A.

## B7. GENERAL CONDITIONS

- B7.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- B7.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)

## B8. PROJECT SCHEDULE

- B8.1 The City intends to complete the evaluation of the Qualification Submissions by June 30, 2023 and proceed with the issuance of a Tender by August 31, 2023.
- B8.2 Details on the Tender schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to award the construction Tender by February 29, 2024.
- B8.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Open Period	May 2023
2. Evaluation/Shortlist of Proponents	June 2023
3. Tender Open Period	August-September 2023
4. Contract Award Process	September 2023 - January 2024
5. Mobilization	February 2024
6. Construction	February 2024 – July 2025
7. New Addition Occupancy	July 2025

## B9. RISK MATRIX

- B9.1 Initial project risks identified by the City's Project Team:
- (a) Schedule: potential delays to the schedule arising from
- (i) unforeseen or unknown conditions,
  - (ii) abatement coordination,
  - (iii) Covid-19 infections amongst construction staff,
  - (iv) Utility services undertaken by third parties,
  - (v) Material procurement due to a volatile market.
- (b) Permits will be applied for in advance but delays may occur in obtaining a building permit in relation to award of contract and the start of Work.

## B10. PROCUREMENT PROCESS

- B10.1 The first stage of the procurement process for the Project is this RFQ.

- (a) The City holds the right to contact any or all Proponents during the RFQ evaluation process to confirm the information provided, and
- (b) The City, in its sole discretion, may interview any or all Proponents during the RFQ evaluation process to provide clarification or additional information in relation to its Submission.
- (c) The City intends to invite no more than three (3) Proponents to participate in the second stage of the procurement process, the Tender.

B10.2 Following completion of the RFQ stage, Proponents will be invited to provide detailed proposals in response to a Tender.

- (a) Only those Proponents that have been shortlisted following the RFQ process will be invited and eligible to bid on the Tender.
- (b) The City will evaluate the Tender proposals received from the Proponents and select the preferred Proponent for the purposes of concluding the Contract.

B10.3 Details on the Tender process will be provided to the Proponents at the completion of the RFQ stage.

B10.3.1 The Tender will include requirements for the following:

- (a) Performance security in the amount of 50% of the Contract value;
- (b) Security clearances (criminal record search certification or Winnipeg Police Service background check);
- (c) Insurance.

B10.4 Upon completion of the Tender stage, the City's Project Team intends to make a recommendation for award of the Contract. Award of the Contract to the recommended Contractor will be subject to final approval by the City's Executive Policy Committee, and potentially Council.

## **B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Gateway Construction
  - Construction services for previous phase of construction at the site
- (b) Ambassador Mechanical
  - HVAC and Mechanical services for previous phase of construction at the site
- (c) G. Mallin Electric
  - Electrical services for previous phase of construction at the site
- (d) Matula Roofing
  - Roofing services for previous phase of construction at the site
- (e) Johnson Controls
  - Building automation controls, card access and security services for previous phase of construction at the site
- (f) Postma Consulting
  - Cost consulting

### **B13. CONFLICT OF INTEREST AND GOOD FAITH**

B13.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFQ process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with their Bid, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFQ process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B13.4 Without limiting B13.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B13.5 Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;

- (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

#### **B14. ENQUIRIES**

B14.1 All enquiries shall be directed to the Contract Administrator identified in B15.

B14.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Contract Administrator.

B14.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B14.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B14.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B14.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B11 unless that response or interpretation is provided by the Contract Administrator in writing.

B14.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

#### **B15. CONTRACT ADMINISTRATOR**

B15.1 The Contract Administrator is LM Architectural Group, represented by:

James Graumann

Telephone No. 204- 942-0681

Email Address: J.Graumann@lm-architects.com

#### **B16. ADDENDA**

B16.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.

B16.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B16.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B16.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B16.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B16.6 Notwithstanding B14, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B15.

## **B17. CONFIDENTIALITY AND PRIVACY**

- B17.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B17.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B17.3 The Proponent is advised that any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B17.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.
- B17.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.
- B17.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

## **B18. NON-DISCLOSURE**

- B18.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.
- B18.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, Contractors or representatives to contact any members of City Council or their staff or

any member of City Administration other than the Contract Administrator with respect to this RFQ, may lead to disqualification.

**B19. NO COLLUSION**

B19.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B19.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the TENDER has been issued, from the TENDER process.

**B20. NO LOBBYING**

B20.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the TENDER has been issued, disqualification from the TENDER process.

**B21. ELIGIBILITY**

B21.1 No Persons involved with the City, or acting as a consultant or sub-consultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent Tender.

**B22. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

B22.1 Qualification Submissions will not be opened publicly.

B22.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B22.3 The Proponent is advised that any information contained in any Qualification Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B22.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B22.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

**SUBMISSION INSTRUCTIONS**

**B23. SUBMISSION DEADLINE**

B23.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 6, 2023.

B23.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B23.1.

## **B24. QUALIFICATION SUBMISSION**

B24.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission;
- (b) Form B: Project Experience;
- (c) Understanding of Project and Key Issues;
- (d) Proponent Information and Experience;
- (e) Safety Record and Qualification;
- (f) Evidence of Bonding Capacity, Insurance, Workers Compensation, and Authority to Carry on Business.

B24.2 The Qualification shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B24.2.1 Qualifications will **only** be accepted electronically through MERX.

B24.3 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B24.4 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B35.1(a).

B24.5 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.

B24.6 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B24.7 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

## **B25. FORM A: QUALIFICATION SUBMISSION**

B25.1 Further to B24.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B25.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B25.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B25.2.

B25.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.

B25.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:

- (a) if the Proponent is sole proprietor carrying of business in their own name, it shall be signed by the Proponent;

- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B25.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B25.6 If a Submission is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Submission, shall be both jointly and several.

## **B26. FORM B: PROJECT EXPERIENCE**

B26.1 Further to B24.1(b), the Proponent shall submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

B26.2 **Past Project Experience:** Provide information for 3-5 projects, completed within the past 10 years or currently underway in Manitoba or elsewhere in Canada, similar in size, scope and complexity. Describe Proponent's experience successfully constructing and delivering facilities of similar function, scope, scale and value. This information should be completed and submitted on Form B: Project Experience. If additional space is required for the response, include on a separate sheet. Include:

- (a) Project Description: Description of project, building name, location and address;
- (b) Project Detail: Client and reference information, contract value, project start/end dates and reason for any schedule variance. Provide as warranted any reason/explanation for significant scope deviation/increase that resulted in cost escalation. Information provided by the Proponent's references may be used in the determination of scoring;
- (c) Key Personnel proposed for this RFQ Project who worked on the past project;
- (d) Provide relevant information on managing risk and delivering work on-schedule and on-budget;
- (e) Description of any abatement work performed;
- (f) If the project was occupied by user groups, building staff and/or public during construction, include the measures taken to mitigate the effects of construction on occupants;
- (g) LEED related information;
- (h) Project Closeout: Demonstrated ability and experience to efficiently and successfully deliver the final elements of the Contract Work after Substantial Performance through to Total Performance, Warranty Period, and Contract Closeout. Considerations include: correcting construction deficiencies, undertaking warranty repairs, and provision of project documentation such as operations manuals, as-built drawings, etc;
- (i) Any additional detail, coordination or effort made in the experience of this project that will bring value to the proposed RFQ Project.

## **B27. UNDERSTANDING OF PROJECT AND KEY ISSUES**

B27.1 Further to B24.1(c), the Proponent should demonstrate an understanding of the Work and ability to successfully complete the Work described herein.

- (a) Provide a succinct paragraph or point form description demonstrating the Proponent's understanding of the key project requirements, limitations, estimated schedule, and potential risks;
- (b) Provide the methodology for carrying out the construction services of this Project;
- (c) Provide a description of the Proponents approach to meet the requirement of LEED Silver, where applicable.

## **B28. PROPONENT INFORMATION AND EXPERIENCE**

B28.1 Further to B24.1(d), the Proponent shall submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s) by providing:

- (a) **Company Profile:** Provide company organizational chart, number of years in business, number of full-time employees, number of full-time Project Managers, number of full-time Site Superintendents.
- (b) **Project Team:** Provide team structure (organizational chart), and project, construction management and communications plans specifically for this project. **The City is seeking Contractors with verified success in managing scope, schedule, and cost, and those that are able to communicate effectively and conduct themselves in a professional manner.**
- (c) **Key Project Personnel:**
  - (i) Provide detailed comprehensive resumes for all Key Personnel (including Subcontractors) proposed for this Project, clearly identifying the specific roles and responsibilities fulfilled for projects listed on their resumes.
    - (i) At a minimum, include resumes for: Senior Personnel / Principal in Charge, Lead Project Manager, Site Superintendent(s), Site Foreman, Safety Officer, and any other key project personnel. The City of Winnipeg may request references of key project personnel.
    - (ii) clearly explain / justify personnel assignment providing explanations of how each individual's qualification and experience would specifically benefit this Project.
    - (iii) list back-up personnel with equivalent or similar experience who can take over the associated role and responsibility should the listed key personnel leave his/her role due to personal reasons, injury, or death.
- (d) **Current Capacity:** Provide comments on the Proponent's capacity to complete this Project relative to the Proponent's current workload;
- (e) Provide summary of any pending litigation involving the Proponent, their position as plaintiff or defendant, the nature of the claim, and the current status.

## **B29. SAFETY RECORD AND QUALIFICATION**

B29.1 Further to B24.1(e), the Proponent/Subcontractor should submit details of their safety record for the past five (5) years.

B29.2 The Proponent shall also provide proof satisfactory to the Contract Administrator that the Proponent /Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of

Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

### **B30. EVIDENCE OF BONDING CAPACITY, INSURANCE, WORKERS COMPENSATION, AND AUTHORITY TO CARRY ON BUSINESS**

#### **BONDING CAPACITY**

- B30.1 Further to B24.1(f), the Proponent should provide evidence of bonding capacity of at least five million dollars (\$5,000,000) in the form of a letter of prequalification from a recognized bonding company.
- (a) Company bonding capacity information
    - (i) Company single / aggregate construction project bonding capacity and
    - (ii) Length of relationship with Proponent.

#### **INSURANCE**

- B30.2 At this time, the City of Winnipeg plans to provide an Owner Controlled Insurance Program (OCIP) to remain in place during the performance of the Work. The City of Winnipeg reserves the right to add, delete, revise, and redefine insurance requirements and deductibles at any time, at its sole discretion or as necessitated by extensions/renewals of the insurance policies, during RFQ Process or RFP Process. Below are the Project construction insurance coverages the City plans to provide:
- (a) Wrap Up Liability insurance in an amount of no less than ten million dollars (\$10,000,000) inclusive per occurrence written in the name of the Contractor, sub-contractors, Consultants, sub-consultants and the City of Winnipeg.
  - (b) All risks course of construction insurance, including equipment breakdown and testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the names of the Contractor and The City of Winnipeg at all times during the performance of the Work and until (10) calendar days after Substantial Performance and if all testing and commissioning has not been completed at that time, the policy will extend until such time as all testing and commissioning has been completed.
- B30.3 Further to B24.1(a), the Proponent should exhibit insurability and provide evidence of insurability of the following insurance at all times during the performance of the Work:
- (a) Commercial general liability insurance in the minimum amount of ten million dollars (\$10,000,000) with a cross liability clause. Such insurance shall include coverage for blanket contractual, non-owned automobile and unlicensed motor vehicle liability and products and completion operations;
  - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Property insurance for equipment and tools used on the project that may be owned, rented, leased or borrowed.

#### **WORKERS COMPENSATION**

- B30.4 Further to B24.1(a), the Proponent should provide evidence of the Workers Compensation coverage specified in C6.15 of the General Conditions.

## AUTHORITY TO CARRY ON BUSINESS

B30.5 Further to B24.1(a), the Proponent should provide evidence of authority to carry on business as specified below

- (a) Be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba.

## B31. UNFAIR LABOUR PRACTICES

B31.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.

B31.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

B31.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

B31.4 Failure to provide the evidence required under B31.3, may be determined to be an event of default in accordance with C18.

B31.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

B31.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

B31.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause B31.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B31.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## B32. SUBSTITUTIONS

B32.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the

City becomes aware of your breach of this provision after the Tender has been issued, from the Tender process.

### **B33. NON-CONFORMING SUBMISSIONS**

- B33.1 Notwithstanding B24.1, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:
- (a) waive the non-conformance if in the City's opinion, the non-conformance is immaterial; or
  - (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.
- B33.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.
- B33.2 If the requested information is not submitted by the time specified in B33.1.1, the Submission will be determined to be non-responsive.

### **B34. PROPONENT'S COSTS AND EXPENSES**

- B34.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

## **EVALUATION**

### **B35. EVALUATION CRITERIA**

- B35.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

<b>EVALUATION CATEGORY</b>	<b>WEIGHTING (%)</b>
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	<b>Pass/Fail</b>
(b) Project Experience (Form B)	54
(i) Project Description: Description of project, building name, location and address	3
(ii) Project Detail: Client and Reference information, contract value, project start/end dates and reason for any schedule variance. Describe Proponent's ability delivering successful project	12
(iii) Key Personnel who worked on the project	3
(iv) Information on managing risk, schedule, budget	9
(v) Information on abatement experience	3
(vi) If the project was occupied during construction, include the measures taken to mitigate the effects of construction on occupants	3
(vii) LEED related information	3
(viii) Project Closeout ability and experience	12
(ix) Any additional detail, coordination or effort made in the experience of this project that will bring value to the proposed RFQ Project	6

(c) Understanding of Project and Key Issues		16
(i) Information indicating Proponent's understanding of key project requirements, limitations, estimated schedule, and potential risks	9	
(ii) Methodology for carrying out the construction services of this Project	5	
(iii) Description of Proponent's approach to meet LEED Silver	2	
(d) Proponent Information and Experience		22
(i) Company Profile: Company information and Company Organizational Chart;	2	
(ii) Project Team: Team Organizational Chart, Project Plan, Construction Management Plan, Communications Plan	7	
(iii) Key Personnel resumes and experience	7	
(iv) Current Capacity information	3	
(v) Information on Pending or Current Litigation	3	
(e) Safety Record and Qualification		6
(i) 5 year Safety Record	5	
(ii) Workplace Safety and Health Qualification	1	
(f) Evidence of Bonding Capacity, Insurance, Workers Compensation and Authority to Carry on Business		2
<b>TOTAL SCORE</b>		<b>100</b>

- B35.2 Further to B33 and B35.1(a), the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B35.3 Further to B35.1(c), understanding of project and key issues shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B27.
- B35.4 Further to B35.1(d), Proponent information and experience shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B28.
- B35.5 Further to B35.1(d), project experience shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B28.
- B35.6 Further to B35.1(e), the safety record and qualification of the Proponent shall be evaluated considering the information submitted in accordance with B28.
- B35.7 Further to B35.1(f), the evidence of bonding capacity, insurance, workers compensation and authority to carry on business of the Proponent shall be evaluated considering the information submitted in accordance with B29.
- B35.8 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

- B35.9 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of their team.
- B35.10 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.
- B35.11 Further to B35.1(d) a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 60% of the points for each category.

**B36. NO CONTRACT**

- B36.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- B36.2 Although it is the intention of the City to establish a shortlist of Proponents to participate in the Tender stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not issue the Tender, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.
- B36.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- B36.4 If the City proceeds to request a more detailed proposal, only to Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
  - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- B36.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B36.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Contract Administrator.